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Attorneys for Defendant
ALLSTATE INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BRIAN MANNING,
Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY,
and Does 1-30, Inclusive,
Defendants.

No. 3:08-cv-00238-JSW

RULE 41(a)(1) STIPULATION TO DISMISS
WITH PREJUDICE ; ORDER

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NOW INTO COURT, comes Plaintiff, Brian Manning, through undersigned counsel, and Defendant, Allstate Insurance Company (“Allstate”) , in its capacity as a Write Your Own (“WYO”) Carrier and issuer of Plaintiff’s Standard Flood Insurance Policy, and moves to dismiss, pursuant to F.R.C.P., Rule 41, the Plaintiff’s claims asserted in his original Complaint against Allstate in its capacity as a WYO program carrier under the National Flood Insurance Program and as issuer of Plaintiff’s Standard Flood Insurance Policy bearing number 1802823235 for the following reasons:

1.

Plaintiff’s claims against Allstate have been resolved since the filing of the lawsuit.

2.

Plaintiff desires and is entitled to have his claims asserted in the original Complaint against Allstate dismissed with prejudice with each party to bear its own costs.

3.

Counsel for the Plaintiff and Allstate have conferred and consent to the filing of this stipulation of dismissal.

4.

WHEREFORE, Plaintiff prays that all claims against Allstate Insurance Company asserted by Plaintiff under the Standard Flood Insurance Policy issued by Allstate in its capacity as a WYO carrier be dismissed with prejudice, each party bearing its own costs.

Dated: November 13, 2008

Respectfully submitted,
SONNENSCHN NATH & ROSENTHAL LLP

By _____/s/_____
SONIA MARTIN

Attorneys for Defendant
ALLSTATE INSURANCE COMPANY

Dated: November 13, 2008

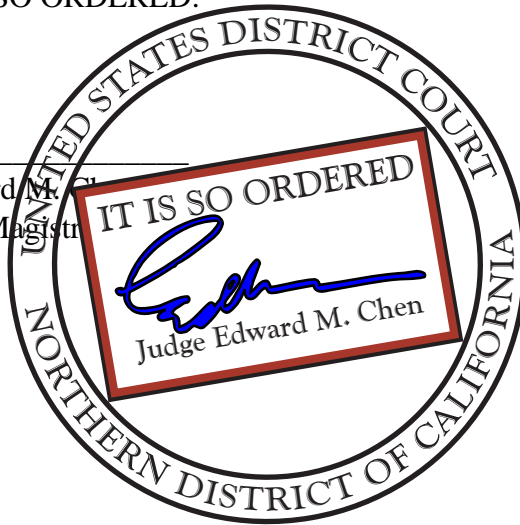
Respectfully submitted,
INSURANCE LITIGATORS & COUNSELORS

By _____/s/_____
JOSEPH JOHN TURRI

Attorneys for Plaintiff
BRIAN MANNING

IT IS SO ORDERED:

Edward M. Chen
U.S. Magistrate



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